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July 6, 2010

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Hon. Kiyo A. Matsumoto, U.S.D.J.
U.S. District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

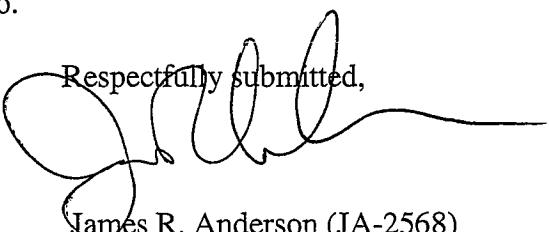
Re: *Trustees of Local 813 v. Joro Carting, Inc.*, Case No. 07 CV 04710 (EDNY)

Dear Judge Matsumoto:

We represent defendant. I write in response to plaintiffs' counsel's letter dated July 2, 2010 in which he states that he cannot "in good conscience" complete the parties' settlement. I can't speak for plaintiffs' counsel's conscience, but the issue here seems simple: His clients appear to have decided over the last six weeks that they would prefer not to provide the general release that they agreed to provide in May 2010. Attached hereto is the parties' May 17, 2010 correspondence that confirmed the terms of the parties' agreement. (I have redacted the consideration to be paid to plaintiffs.) Plaintiffs' counsel objected to those terms for the first time on July 2, 2010, when I provided him with a draft settlement agreement.

Although we cannot compel plaintiffs to honor their agreement, it is not unreasonable of defendant to expect plaintiffs to do so. Moreover, we agreed to settle this case to bring to an end defendant's relationship with Local 813. I am available for a telephone conference, but our client's position is firm, and rightfully so.

Respectfully submitted,


James R. Anderson (JA-2568)

BY E-FILE

cc: Arthur A. Hirschler, Esq., (AH-5344)

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May 17, 2010

Via e-mail: janderson@sbjlaw.com
James R. Anderson, Esq.
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Re: Local 813. v. Joro Carting
Docket No. 07 CV 04710

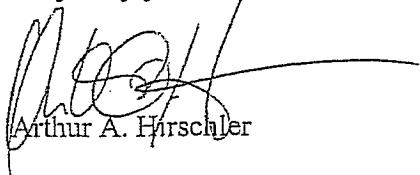
Dear Mr. Anderson:

This letter will confirm our settlement agreement wherein your client agreed to pay the sum of [REDACTED] in full and complete settlement of the audit conducted from January 1, 2003 through December 31, 2005. As agreed your client will remit [REDACTED]

[REDACTED] Upon receipt of the full amount I will send you a release for the audit. Also, we must file a stipulation of discontinuance by June 14, 2010 pursuant to Judge Go's order.

Please contact me if you have any questions or if you disagree with the above.

Very truly yours,



Arthur A. Hirschler

AAH:ah
cc: Gil Hodes

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May 17, 2010

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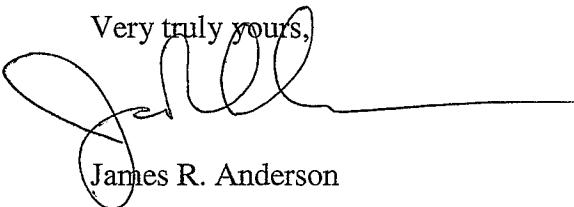
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Re: Local 813 IBT v Joro Carting Inc, 07 CV 4710 (EDNY)

Dear Mr. Hirschler:

I have your letter dated today. You have correctly set forth the terms of our agreement, except that Local 813 is to provide a general release of Joro Carting, Inc. for the 2003-2005 and subsequent CBAs.

Very truly yours,

James R. Anderson

By Fax to (212) 422-6836